

**City Council
Members**
David Lusby
Kelly McEuen
Brad Penn
Larry Prather



**City Council
Members**
Mark Singer
Bonnie Skinner
Connie Tackett
Marvin Thompson

EVERETTE VARNEY, MAYOR

INVITATION TO BID: ONE GRABBER TRUCK

BID OPENING: SEPTEMBER 8, 2011 AT 2:00 PM EDT

SCOPE:

The City of Georgetown is seeking BIDS for a Grabber Truck.

GENERAL COMPLIANCE:

Please read these instructions carefully.

"NO BID:" Bidders unable or unwilling to submit a bid should immediately return the "Quote Sheet" only with "No Bid" marked clearly on the outside of the envelope. Any vendor not submitting a bid is encouraged to indicate the reason(s) for not participating.

ALTERNATE BIDS: It is not the intention of the specifications contained herewith to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Alternate bids will be accepted only when such alternates have been requested.

INDICATION OF COMPLIANCE: The bidder shall indicate compliance with either a "Yes" or a "No" for each item specification. Blank spaces shall be considered non-compliance. Any deviation from the specification or where submitted literature does not fully support meeting the specification(s) must be clearly cited on the attached page labeled "Exceptions to Bid Specifications." No deviation below "minimum" specifications will be accepted.

At the time of bid submission, each bidder will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the plans and contract documents (including any and all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

BID SUBMISSION: All pages of the bid shall be signed in ink on designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.



Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

All Bids, any accompanying letters, forms, samples, pictures, catalogs, or any other pertinent material that accompanies the bid becomes the property of the City of Georgetown and will not be returned to the bidder unless an agreement in writing is secured before the bid is submitted to the City of Georgetown.

The signed completed original bid package and two (2) copies must be sealed in an envelope with the bid number, project name, bidder's name and opening date clearly marked on the outside of the envelope. The first page of the original bid should be marked "Original" and the first page of the copies should be marked "Copy." The bid shall be addressed and delivered to City Clerk, 100 North Court Street, Georgetown, KY 40324 prior to bid opening scheduled for September 8, 2011 at 2:00 PM EDT.

ANY BIDS OR PROPOSALS NOT RECEIVED PRIOR TO SCHEDULED OPENING TIME WILL BE REJECTED AND RETURNED UNOPENED.

METHOD OF PROCUREMENT: Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) specified herein.

KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the City, Vendor shall identify any information that is submitted as part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The City of Georgetown will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

METHOD OF AWARD: This bid will be evaluated on the evaluation criteria established in the bid specifications.

The City of Georgetown reserves the right to reject any and all bids or to waive any irregularities in said bids. The right is also reserved to award bids based on the best interest and/or most advantageous to the City of Georgetown.

Award will be made to the lowest responsive and responsible bidder meeting specifications on each item. The City of Georgetown reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms.

PRICING: All prices shall be quoted exclusive of any taxes. The City of Georgetown is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the City from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission.

Prices quoted shall remain firm and open to acceptance by the City of Georgetown for a minimum period of sixty (60) days after bid opening.

DELIVERY SCHEDULE: Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified.

PAYMENT: The bid must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. The City of Georgetown reserves the right to select the most beneficial terms.

BONDING: A certified check or Bid Bond in the amount of five percent (5%) of the bid price must be included on the bid response. If a certified check is supplied it must be made payable to the City of Georgetown, and will be returned upon entering into a contract in accordance with specifications. In the event of failure to enter into a contract within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the City of Georgetown as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

DEFAULT; TERMINATION OF CONTRACT: In the event that any of the provisions of this Contract are violated by the Vendor such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the Vendor of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Vendor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

SAFETY: Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Georgetown, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

INSURANCE REQUIREMENTS: The successful bidder covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limits</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000

On all general and automobile liability policies of insurance contractor shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of bidder's insurance certificate providing proof of insurance as stated above must be on file in the Purchasing Department prior to bid award. Submission of insurance certificate copy may be included with the bid package.

HOLD HARMLESS AGREEMENT: The contractor/subcontractor covenants to save, defend, keep harmless, and indemnify the City of Georgetown and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the contractor's/subcontractor's negligent performance or non-performance of the terms of the contract.

BIDDER'S QUALIFICATIONS: Vendor must demonstrate to the satisfaction of the City of Georgetown that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any bidder who, in the opinion of the City, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful bidder must comply with the City of Georgetown ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular bid package.

EQUAL OPPORTUNITY STATUTES: The City of Georgetown is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex,

national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of the City that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse the City of Georgetown for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract to the City.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Terry Thomas, Public Works Director, 235 West Yusen Way, Georgetown, KY 40324; by email to terry.thomas@georgetownky.gov; or, by fax to 502-863-9855., and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on www.georgetownky.gov. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

CONFLICTS OF INTEREST:

All bidders are responsible for complying with the following KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

He, or any member of his immediate family has a financial interest therein; or a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective

employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in concoction with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the "Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards" at KRS 45A.460, and "Definitions for Terms Used in KRS 45A.445 to 45A.460" at KRS 45A.445.

BIDDER PREFERENCE: Pursuant to KRS 45A.494, which is incorporated herein by reference: "a resident Bidder of the Commonwealth shall be given a preference against a nonresident Bidder registered in any state that gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder. "

ADDITIONAL INFORMATION: Requests for additional information or clarification of bid specifications should be directed to Terry Thomas, Public Works Director, by mail to 235 West Yusen Way, Georgetown, KY 40324; by email to terry.thomas@georgetownky.gov; or, by fax to 502-863-9855. All inquiries shall be made no later than three (3) days prior to the bid opening date.

SPECIFICATIONS

GENERAL REQUIREMENTS:

The City is seeking a vendor(s) to provide the items listed below.

Knuckle Boom Truck: MUST be a complete unit ready to work

Requirements:

Truck for Grabber

1. Must be 2009 or newer.
2. Must have no more than 10,000 miles.
3. Must have a 33,000 GVW.
4. Must have 250 HP or larger engine.
5. 11R22.5 tires on hub pilot rims.
6. 50 Gallon fuel tank.
7. Must have an engine block heater in the coolant system.
8. West Coast mirrors on the doors.
9. Heat and air conditioning in the cab.
10. Air ride driver seat with two man bench seat with storage beneath.
11. Grab Handles on both sides of the cab outside.
12. AM/FM radio.
13. Allison Automatic transmission 3500 or larger.
14. Hot shift PTO with no PTO shaft.
15. Meritor brakes Q+ with Meritor slack adjusters.
16. Bendix air drier for the air system.
17. Master switch for the whole truck.
18. Front tow hooks and fender mounted mirror spots.

Requirements:

For Grabber Attachment

1. Boom Length 18' to 20' feet long and have the ability to lift 3,500 LBS.
2. Boom must be able to rotate 270 degrees or greater.
3. Out riggers can be A frame or H frame and have pivoting street pads.
4. Grapple must be able to rotate 360 degrees and open 60" or greater and 48" long.
5. Operator's controls MUST be a joystick (manual or electric). Only stabilizers can have a straight line valve for a control.
6. Hydraulic Power Source must be hot shift with no PTO shaft.
7. Dump body MUST hold minimum 24 cubic yards and large doors in rear of the box and have strobe lights along with LED lights on the body. Must have tool storage for rakes and shovels.
8. Dump body and loader NOT TO EXCEED 11 feet 6 inches in height.
9. Operator control station all hydraulic hoses must be high quality hoses and covered.
10. Operator controls must be able to work from both sides of the truck with a walkthrough in the back of the cab and a throttle control in the station.
11. Dump body must have dual hydraulic cylinders and a safety prop for the bed.

WARRANTY:

1. Must have two (2) year Warranty on the drive train and repair manuals must accompany the truck.
2. Dump body and Grabber loader must have a minimum two (2) year Warranty and repair manuals must accompany truck along with a list of dealers.

SALES AND SERVICE SUPPORT:

Provide closest sales and service center to our location at 235 West Yusen Way, Georgetown, Ky. 40324.

TECHNICAL SERVICE SUPPORT

Must provide two Technical Training sessions on Thursday each being 3 to 4 hours.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual or the authorized representative of _____ (hereinafter referred to as "Bidder"), and is authorized to submit the bid response form, equal opportunity agreement and Vendor's Statement Pursuant to KRS 45A.343 attached hereto and incorporated herein by reference.

2. Bidder will pay all taxes and fees, which are owed to the City of Georgetown at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a City of Georgetown business license, if applicable, prior to award of the contract.

4. Bidder has authorized the City of Georgetown to verify the above-mentioned information with the Division of Revenue and to disclose that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 2 of the City of Georgetown Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before
me by _____ on this the
_____ day of _____, 2011.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

NAME OF FIRM: _____

*Authorized
Signature: _____

*Signature certifies the proposed solution and services meet all requirements outlined in this bid proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

[illegible]

A bid bond or check in the amount of five (5%) percent of this bid made payable to the City of Georgetown is attached hereto.

BID FORM

Knuckle Boom Truck: MUST be a complete unit ready to work

As per Specification Requirements listed within this Bid Solicitation.	\$

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by vendor and sub-vendor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
 - The Vendor will not discriminate against any employee or applicant for employment
 - Because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by vendors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
 - The Secretary of Labor may investigate the employment practices of any Government
 - vendor or sub-vendor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The City of Georgetown practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the vendors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460—

Effect of adoption – Contracts are required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance. (KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes; KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 – Unemployment; KRS 342 – Workers Comp.)

The undersigned, as a duly authorized officer of _____ pursuant to KRS45A.343 states;

1. To the best of my knowledge, information and belief, _____ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.

2. _____ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to it for the duration of the Contract to be entered into with the City of Georgetown, Kentucky.

3. _____ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for The City of Georgetown, Kentucky to:

- a) Cancel its contract with _____, and
- b) Disqualify _____ from eligibility for future contracts awarded by The City of Georgetown for a period of two years.

This the _____ day of _____, 2011.

(Company Name)

By: _____

Title: _____